

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation
Professional Services**

To:

Date: February 21, 2020

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RFP No. 023-T-2020 (P)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than *Monday, March 16, 2020 @ 4:30 o'clock p.m.* Atlantic Standard Time.

DESCRIPTION OF WORK: Qualified and Licensed Vendors for Purchase and Installation of a Public Address System at at the Ivanna Eudora Kean High School

SCOPE OF SERVICES: See attached

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-023-T-2020 (P)

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at lisa.alejandro@dpp.vi.gov.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-023-T-2020 (P)**

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

Last Day for Written Clarification is Thursday, March 5, 2020 @ 1:00 PM

E. SUBMISSION OF PROPOSAL

All interested parties shall submit *one (1)* original and *five (5)* copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than ***Monday, March 16, 2020 @ 4:30 Atlantic Standard Time.***

They shall be addressed to:

Anthony D. Thomas
Commissioner
Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands 00802

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-023-T-2020 (P)

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal.
Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Organization:
 - a. Introductory letter about the applicant:
 - i. Name, address, email and telephone numbers.
 - ii. Type of service for which individual/firm is qualified.
 - b. Provide a list of staff available for the project (Local & Off-Territory)
 - c. Current Business License or state register for the services being advertised. All bidders bidding as a Joint Venture must be licensed as a Joint Venture in the US Virgin Islands
 - d. Current trade name registration certification; if applicable
 - e. Certificate of Good Standing dated July 1, 2019 or later
 - f. Articles of Incorporation (For Corporations) or Articles of Organization for (LLC's) or qualification (Limited Partnerships), if applicable.
2. Sub-Contractors:
 - a. Provide listing of Sub-Contractors that shall be retained for this project including phone numbers.
 - b. Provide what percentage of work will be sub-contracted.
3. Project Experience:
 - a. Provide a list of projects performed within the last three (3) years. Include a brief description of the work performed and cost of each project.
 - b. Provide a list of projects currently being performed. Include a brief description of the project and percentage completed.
4. Project Approach:
 - a. The respondent applying to this solicitation will describe how you will approach this project and availability to perform the services requested.
5. Project References: 3 letters minimum (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).

6. Insurance Requirements: The cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

a. **Certificate of Government Insurance** (Workmen's Compensation):

- i. Respondent will provide a Certificate of Insurance reflecting the required coverage by Virgin Islands law.

c. **Comprehensive General Liability Insurance:**

- ii. Respondent shall carry comprehensive general liability on an occurrence form with no "x, c, or u" exclusions with the following minimum limits:
 1. Each occurrence- \$1,000,000.00
 2. Damaged to rented premises-\$50,000.00
 3. Medical Expenses- \$5,000.00
 4. Personal & Adv Injury-\$1,000,000.00
 5. General Aggregate-\$2,000,000.00
 6. Products-Completed Ops. Aggregate- \$2,000,000.00
- iii. General Aggregate shall apply on a policy basis.
- iv. Respondent shall provide a Certificate of Insurance reflecting required coverage.
- v. If awarded, the Contractor shall provide proof of adding the Government as an additional insured via a scheduled/individual endorsement.

7. **Cost Proposal** (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**L. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required
Docs.09.17.2018.pdf



THE VIRGIN ISLANDS DEPARTMENT OF **EDUCATION**

REQUEST FOR PROPOSALS (RFP) **For**

**Purchase and Installation of a Public Address (PA) and Intercom System
for
Ivanna Eudora Kean High School**

I. GENERAL INFORMATION

A. PURPOSE / OVERVIEW

The purpose of this Request for Proposals (RFP) is to solicit proposals from provider(s) for the purpose of providing the Virgin Islands Department of Education (VIDE) with services that include the purchase and installation of a public address and intercom system for Ivanna Eudora Kean High School located on the island of St. Thomas.

The procured services are to be provided at all locations to include classrooms, administrative offices, gymnasium, and cafeteria, and primary common areas at the high schools. These services should include the purchase and installation of a Public Address (PA) and Intercom System that has the capacity to send emergency notifications, automated alert messaging and emergency panic button stations, unlimited time tone schedules, break bell alerts, clock time synchronization, and remote activation of wireless strobe lights and sirens.

Additionally, the provider should include the necessary accompanying labor, supervision, tools, equipment and materials to execute the work for each location.

B. BACKGROUND

Virgin Islands Department of Education

The Commissioner of Education heads the Virgin Islands Department of Education, including the Virgin Islands Public School System. The Territory of the United States Virgin Islands is divided into two (2) school districts – the St. Thomas-St. John school district and the St. Croix school district. The two (2) school districts are managed and directed by Insular Superintendents with the day-to-day operations of each school district being managed with district offices on St. Thomas and St. Croix. The following contains additional information concerning the two (2) school districts:

ST. THOMAS/ST. JOHN SCHOOL DISTRICT	Number
Schools	12
Elementary Schools	7
Middle Schools	2
Junior High School	1
High Schools	2
Programs	3
Day Adult Program	1
Skill Center	1
Alternative Ed Program	1
Total Schools and Programs	15
Number of Students	5,375
ST. CROIX SCHOOL DISTRICT	
Schools	13

Elementary Schools	8
High Schools	2
Junior High	3
Programs	3
Adult Ed	1
Alternative Ed	1
Career and Technical Ed	1
Total Schools and Programs	16
Number of Students	5,382
BOTH DISTRICTS	
TOTAL NUMBER OF VIDE REGULAR K-12 SCHOOLS	25
TOTAL NUMBER OF PROGRAMS	6
TOTAL NUMBER OF STUDENTS	10,757
TOTAL NUMBER OF TEACHERS/ADMINISTRATORS	1,124

On the island of St. John, one (1) school serve the elementary and middle school student population. The senior high school students from the island of St. John are served by schools on the island of St. Thomas.

The Immediate Aid to Restart School Operations Program will fund the Project and Division of Operations- Office of Instructional Technology will serve as the DOE liaison on this project. This project is through available through a two-year federally funded grant. The grants purpose is to provide services and assistance to local educational agencies (LEAs) and non-profit, non-public schools with expenses related to the restart of elementary and secondary schools in areas where a major disaster or emergency was declared under sections 401 and 501 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170 and 5190) related to the consequences of Hurricanes, Irma and/or Maria 2017 ("a covered disaster or emergency").

C. ADMINISTRATIVE STRUCTURE

Honorable Racquel Berry Benjamin, Commissioner heads the Virgin Islands Department of Education. The Department has two (2) school districts, the St. Thomas-St. John School District, and the St. Croix School District that are managed and directed by Insular Superintendents. The official physical and mailing to be used for any correspondence or delivery of paper reports address for the DOE is as follows;

Virgin Islands Department of Education
1834 Kongens Gade
St. Thomas, US Virgin Islands 00802-6742

Honorable Anthony D. Thomas, Commissioner of the Department of Property and Procurement (DPP), and other personnel at DPP, will manage the bidding, negotiation, and contractual processes. DOE's Division of Procurement will serve as the liaison

between the selected contractor and agencies of the Virgin Islands Government in contract preparation.

D. CONTRACT TYPE

The contract awarded under this RFP will be for professional services. No payments in advance or in anticipation of services or supplies to be provided under the contract shall be made by the Government.

E. CONTRACT TERMS

Unless otherwise agreed pursuant to negotiations, the term of the contract awarded under this RFP shall be for a period of six (6) months upon mutual agreement between the Government and the selected contractor.

F. SELECTION OF CONTRACTOR

A contract shall be negotiated with a proposer deemed to be the most qualified and responsive to this solicitation. Such a proposer is one, which has financial, technical, and other resources that indicate an ability to perform the services required by this solicitation. A number of factors may influence the Government's decision in selecting the provider. These factors include, but are not limited to, proposer's ability to deliver requested services in a timely manner; reputation, qualifications, experience, familiarity, and specialty in providing similar services; quality of supporting resources; and responsibility status.

The proposer shall also meet the following requirements:

- (1) Provide description of the proposer's organization.
- (2) Provide history and background of organization.
- (3) Provide previous experience including years of experience describing the type of experience required for the project.
- (4) Demonstrate ability and capability to deliver on all aspects as described in Section II.
 - Proposers should present their vision of how they propose meeting DOE's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services and Deliverables* as defined in this RFP.
- (5) Provide at least three (3) professional references (project references).
- (6) Demonstrate the ability to perform services on-site in DOE's facilities.

H. INCURRED COSTS

The Government of the Virgin Islands is not liable for any cost incurred by the proposer prior to the signing of a contract by all Parties.

I. LATE PROPOSALS

Any Proposal received after the exact time specified for receipt will not be considered.

J. GIFTS FROM CONSULTANT

The Government's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential

contractors. To the extent permissible under local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

K. LICENSES, FEES & TAXES

1. The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, local income tax, and payroll and withholding taxes for its employees. The contractor shall hold Government harmless for all claims arising from payment of such taxes and fees.
2. The selected contractor shall obtain and post as required, all licenses, insurances, permits, and certificates as required by federal and local laws, rules and regulations, and policies.

L. PROPOSAL FORMAT

Each proposal must also meet the following minimum requirements:

Part I: Narrative

1) Table of Contents

This section must contain a table of contents. All major parts of the proposal must be identified by page numbers.

2) Executive Summary/Proposal Overview

This section must describe the salient features of the proposal. It must contain an overview of the proposer's company background and qualifications, and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary should include conclusions and generalized recommendations. Pricing information must not be included in the Executive Summary.

3) Required Parts and Documents

The proposal must include components of Section I. F.

4) Technical Response

Demonstrate ability and capacity to provide services described in Section II. In this section, proposers should present their vision of how they propose meeting the Government's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services* as defined in this RFP.

Part II: Cost Proposal

The proposal shall provide the proposed compensation for the services to be provided as described in Section II. Costs must be delineated by purchase, installation, testing, warranty, and maintenance and support.

M. FEDERAL FUNDING/DEBARMENT CERTIFICATION

The selected contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT".

II. SCOPE OF SERVICES

Overview

The selected contractor shall provide services to DOE will include the installation of a Public Address (PA) and Intercom System that has the capacity to send emergency notifications, automated alert messaging and emergency panic button stations, unlimited time tone schedules, break bell alerts, clock time synchronization, and remote activation of wireless strobe lights and sirens.

Tasks

The selected contractor shall will be required to provide all labor, supervision, tools, equipment, and materials to execute the work to purchase and install public address and intercom systems in ninety locations.

Deliverables

The selected contractor must purchase and install the necessary components to deliver a comprehensive effective system including but not limited to the components described below to at Ivanna Eudora Kean High School on the island of St. Thomas within a six (6) month period:

Item Description
Main station
Transmitter
GPS for time accuracy
Bell scheduling software
Microphone
Two-way intercom communication wall stations from intercom stations to main transmitter at ninety (90) locations
Synchronized clocks with chimes
Notification/emergency recording
Lights
Project clean-up and close-out

The public address system shall also accommodate remote monitoring, servicing, and maintenance over a period of one year.

Training

The Contractor shall also provide onsite training on operating procedure of the system in each school District within one week following installation

III. NON-PERFORMANCE BY SELECTED CONTRACTOR

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

IV. CONTRACTUAL REQUIREMENTS

All bid proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) **Certificate of Resolution**, as to the authorized negotiator and signer of a contract.
- (2) **Current Virgin Islands Business License** issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current original **Certificate(s) of Good Standing/Existence**, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original **Certificate of Good Standing, Certificate of Existence, or Certificate of Status** from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) **Articles of Incorporation or Organization**, as applicable; or documents governing operation.
- (6) **Certificate of Liability Insurance** indicating proof of coverage of **Professional Liability Insurance** and **General Liability/Public Liability Insurance** - each of no less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) for any one occurrence. The Contractor must provide a **Certificate of Liability Insurance** and **Declaration/Endorsement** pages that indicating that the Government of the Virgin Islands, Department of Education, is as "**certificate holder**" and an "**additional insured**" on the **General Liability/Public Liability Insurance**. The Professional Liability Insurance must cover the services to be provided under the contract.
- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers' Compensation Employee's Liability.

(8) System for Award Management (SAM) certifying the Contractor's' eligibility to receive contract awards appropriated with federal funds; www.sam.gov.

Please note the above-referenced documents are subject to modification at the Government's discretion.

Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20____, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. _____; and

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner Nominee
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

[NAME & TITLE]
[USER AGENCY]
[AGENCY'S PHYSICAL ADDRESS]
[AGENCY'S MAILING ADDRESS]
[CITY. STATE. ZIP CODE]

CONTRACTOR

[NAME]

[TITLE]
[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

28. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP's approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP's approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP's approval).
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

[NAME] [TITLE]

[USER AGENCY] Date _____

Anthony D. Thomas, Commissioner Nominee

Department of Property and Procurement Date _____

CONTRACTOR

[NAME] [TITLE]

[NAME OF COMPANY] Date _____

(Corporate seal, if Contractor is a corporation)

APPROVED:

Date: _____
Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO. _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and _____.

Anthony D. Thomas, Commissioner Nominee
Department of Property and Procurement

RFP No. _____
Contract No. _____

Contractor's Initials: _____



OPCMR

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required– blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. **Sam.Gov Registration Required**
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only for professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
6. **Corporations (Inc., Corp, Co., Corporation)**
 - a. Articles of Incorporation (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
7. **Limited Liability Company (LLC)**
 - a. Articles of Organization (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
8. **General Partnerships**
 - a. Partnership agreement (if it exists)
 - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
 - c. Tradename Certificate if company uses a tradename (valid for two years)
9. **Limited Partnerships (L.P/ LLP/ LLLP)**
 - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
10. **Sole Proprietorship**
 - a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in No. 5 apply to professional services contracts only. Documents listed in Nos. 6-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-4 and 5 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.